

RECORDING REQUESTED BY AND MAIL TO

NAME Harvey & Viereck

4500

ALL correspondence in connection with this contract should include reference to No. 107(1) - 679,34

STREET 417 S. Hill St.

CITY Los Angeles, Calif. GRANT OF EASEMENT

THIS INDENTURE, made the 19th day of May, 1964,

between the United States of America, herein called "the Government", acting by and through the Department of the Navy, and Harvey Aluminum (Incorporated), a California corporation, herein called "the Grantee".

FEE \$11.31

WHEREAS, the Government owns that certain real property known and identified as the U. S. Naval Weapons Industrial Reserve Plant, Torrance, California, herein called the "Government Facility", more particularly described as follows:

That portion of the Rancho San Pedro, in the City of Los Angeles, County of Los Angeles, State of California, included in a portion of 638.94 acre allotment to Maria De Los Reyes Dominguez had in Case No. 3284 Superior Court of said county, described as follows:

Beginning at a point in the west line of the 50 foot right of way of the Pacific Electric Railway Company adjoining Normandie Avenue (66 feet wide) on the west, distant northerly 780 feet measured at right angles, from the easterly prolongation of the northerly line of lot 9, block 72 of Tract No. 4983, as per map recorded in book 58 page 80 of Maps, records of said county; thence northerly along the said west line, a distance of 3232.35 feet, more or less, to the south line of 190th Street; thence thereon South 89° 56' 46" West 1729.56 feet; thence South 0° 02' 44" East 161.13 feet to a point on a curve concave southeasterly having a radius of 403 feet. a radial line of said curve to said last mentioned point bears North 50° 46' 38" West; thence southwesterly along said curve through a central angle of 39° 15' 34" a distance of 276.14 feet; thence tangent South 0° 02' 12" East 2731.90 feet; thence South 89° 58' 11" West 23.60 feet to a point in the southerly prolongation of the easterly line of the land described in parcel "A" of the deed to Harvey Machine Company, Inc., recorded on January 10, 1949 as Instrument No. 401 in book 29124 page 172 of Official Records of said county distant thereon South 0° 02' 44" East 3147.96 feet from the northeast corner of said land of Harvey Machine Company; thence South 89° 59' 41" West 960.03 feet; thence North 45° 11' 14" West 158.41 feet; thence North 0° 22' 04" West 84.12 feet; thence South 89° 37' 56" West 6.55 feet; thence North 0° 22' 04" West 172.51 feet; thence South 89° 37' 56" West 10 feet to the easterly line of Western Avenue 80 feet wide as shown on Record of Survey filed in book 52 page 47 of Record of Surveys of said county; thence along the said easterly line, South 0° 22' 04" East to the northerly line of said Tract No. 4983; thence easterly along the said northerly line, a distance of 1887.60 feet to the westerly line of the land described in the deed to Hughes Mitchell Processes, Inc., recorded in book 15827 page 169 of Official Records of said county; thence northerly along the last mentioned westerly line, a distance of 780 feet to the northwest corner of said last mentioned land; thence easterly parallel with the said northerly line of lot 9 and prolongations thereof, a distance of 1050 feet to the point of beginning.

NORMANDIE

190TH

LOCK HORN
BLVD

2M 2894

P.L.Q.

WESTERN
AVENUE

SLY.R

SP 3289

HARVEY

WHEREAS, the Grantee owns that certain adjacent real property on the westerly side of the Government Facility, herein called the "Grantee's Plant", more particularly described as follows:

That portion of the Rancho San Pedro, in the City of Los Angeles, County of Los Angeles, State of California, included in a portion of 638.94 acre allotment to Maria De Los Reyes Dominguez by final decree of partition of said Rancho had in Case No. 3284 Superior Court of said County, described as follows:

Beginning at a point in the south line of 190th Street which is South $89^{\circ} 56' 46''$ West 1729.56 feet from a point in the said south line which last mentioned point is distant westerly 50 feet, measured at right angles from the westerly line of Normandie Avenue 66 feet wide; thence South $0^{\circ} 02' 44''$ East 161.13 feet to a point on a curve concave southeasterly having a radius of 403 feet, a radial line of said curve to said last mentioned point bears North $50^{\circ} 46' 38''$ West; thence southwesterly along said curve through a central angle of $39^{\circ} 15' 34''$ a distance of 276.14 feet; thence tangent South $0^{\circ} 02' 12''$ East 2731.90 feet; thence South $89^{\circ} 34' 11''$ West 33.60 feet to a point in the southerly prolongation of the easterly line of the land described in parcel "A" of the deed to Harvey Machine Company, Inc., recorded on January 10, 1949 as Instrument No. 401 in book 29124 page 172 of Official Records, in the office of the county recorder of said county; distant thereon South $0^{\circ} 02' 44''$ East 3147.96 feet from the northeast corner of said land of Harvey Machine Company; thence South $89^{\circ} 59' 41''$ West 960.03 feet; thence North $45^{\circ} 11' 14''$ West 158.41 feet; thence North $0^{\circ} 22' 04''$ West 84.12 feet; thence South $89^{\circ} 37' 56''$ West 6.55 feet; thence North $0^{\circ} 22' 04''$ West 172.51 feet; thence South $89^{\circ} 37' 56''$ West 10 feet to the easterly line of Western Avenue 80 feet wide as shown on Record of Survey filed in book 52 page 47 of Record of Surveys of said county; thence along the said easterly line North $0^{\circ} 22' 04''$ West 2510.29 feet to the boundary line of the land described in the deed to the City of Los Angeles recorded in book 14601 page 86 of Official Records of said county; thence along the said boundary line North $89^{\circ} 56' 46''$ East 15 feet; northerly along a curve concave easterly having a radius of 279.25 feet, a distance of 244.67 feet; northerly along a compound curve concave southeasterly having a radius of 18.32 feet through a central angle of $74^{\circ} 24' 31''$ an arc distance of 23.79 feet and radially from said curve North $0^{\circ} 03' 14''$ West 14 feet to the said southerly line of 190th Street thence thereon North $89^{\circ} 56' 46''$ East 1169.22 feet, more or less, to the point of beginning.

LOCK HEAD
PM 2894
6/1/57 AC

HARVEY HAS
A SOLID
TO MAINT
TRACKS ON
P.I.Q.

HARVEY

WHEREAS, the Grantee presently owns certain easements over and across Government-owned railroad tracks at the Government Facility for the use of the Grantee's Plant, free from any obligation to contribute to the maintenance of the Government-owned tracks, and

P.I.Q.

HARVEY

P.I.Q.

HARVEY 1 WHEREAS, the ^{HARVEY} Grantee has requested the conveyance of further easement
 ADD. 2 rights, for construction of two additional spur tracks on the Government ^{PIQ}
 TRACKS 3 Facility to increase connections between the Government-owned tracks and the ^{PIQ}
 ON PIQ & 4 HARVEY'S Grantee's plant, and for the switching of cars across the Government-owned ^{PIQ}
 SWITCH CARS 5 tracks and such additional spur tracks between the lines of the railroads and
 ACROSS PIQ 6 the Grantee's Plant; and
 TRACK 7
 HARVEY 7 WHEREAS, the ^{HARVEY} Grantee has agreed to quitclaim to the Government all of
 QUITCLAIMS OLD 8 its existing easement rights in the Government-owned tracks in consideration
 ESMT'S 9 of the Government's grant of a new consolidated easement providing the ^{HARVEY} Grantee
 PIQ GRANTS 10 with the additional rights requested and continuing its existing rights of use,
 NEW ESMTS 11 all under the new terms and conditions hereinafter described; and
 ADD. RIGHTS 12
 ESMT OLD RTS 12
 13 WHEREAS, the Secretary of the Navy has found that the grant of an ease-
 14 ment on the terms and conditions hereinafter stated will not be against the
 public interest;
 15 NOW, this Indenture witnesseth that, in consideration of the ^{HARVEY'S} Grantee's
 HARVEY DELIV 16 delivery to the Government of a satisfactory quitclaim deed to all of the
 QUITCLM. 17 HARVEY'S Grantee's existing easement rights in the Government-owned tracks at the
 PIQ GRANTS 18 ^{PIQ} Government Facility and of the mutual benefits and advantages to be derived
 19 from this action, the Government, pursuant to the authority of Title 10, United
 20 States Code, Section 2663, hereby grants unto the said Harvey Aluminum
 21 (Incorporated) and its successors and assigns:
 22 (a) A temporary easement for construction and installation, at Grantee's
 23 sole cost and expense, of two (2) new railroad spur tracks to connect Govern-
 24 ment Track No. 1, as identified on the map entitled "Harvey Aluminum
 25 (Incorporated), Torrance, California, June 6, 1963" attached hereto and made
 26 part hereof as "Exhibit A", with tracks of the ^{HARVEY'S} Grantee at the East line of the
 27 HARVEY'S Plant at the points of junction indicated on Exhibit A, which spur
 28 tracks upon completion of their installation shall become Government property,
 29 comprising a portion of the Government-owned trackage at the Government
 30 Facility; and
 31 (b) A perpetual easement for right of use, jointly with the Government
 and its successors and assigns, for railroad switching purposes, in such portion

HARVEY
 ADD.
 TRACKS
 ON PIQ &
 SWITCH CARS
 ACROSS PIQ
 TRACK
 HARVEY
 QUITCLAIMS OLD
 ESMT'S
 PIQ GRANTS
 NEW ESMTS
 ADD. RIGHTS
 ESMT OLD RTS
 HARVEY DELIV
 QUITCLM.
 PIQ GRANTS
 TEMP ESMT
 2 NEW SPURS
 TO CONN. TO
 EXIST TRACK 1
 ON PIQ
 SEE EXH "A"
 MAP
 SPURS BECOME
 PROPERTY OF
 PIQ
 ESMT FOR
 RIGHT OF USE
 FOR
 R.R SWITCHING

↑ perpetual easement for switching appears problematic

Can the removal of the spur on the Lockheed side be considered as a breach of the PIQ's property, sic MDC's property

OVER P.E.
TRACKS TO
CONNECT TO
PAC. ELEC. &
SANTA FE
2 EXIST. SPURS
&
PROPOSED
SPURS

ESMT
SCHEM

of the Government-owned trackage at the Government Facility as shall be neces-
sary to connect the Grantee's Plant with the tracks of the Pacific Electric
Railroad Company and with the tracks of the Atchison, Topeka and Santa Fe
Railroad Company at the points of junction of the two (2) existing spur tracks
presently connecting Grantee's tracks with Government Track No. 1 and the
two (2) new spur tracks to be constructed hereunder ^{within} ~~with~~ the East property
line of Grantee's Facility, all as delineated on Exhibit A. The Trackage to
which this easement extends is more particularly described as: the four spur
tracks; Government Track No. 1 from Point of Origin to Point of Survey
49 / 26; the entire 2281 feet of siding parallel to Government Track No. 1;
Government Track No. 6 from Point of Origin to Point of Survey 9 / 25; and
the Atchison, Topeka and Santa Fe Railroad connecting track between its Point
of Origin (Point of Survey 9 / 25 of Government Track No. 6) and the East line
of Western Avenue, all as shown on Exhibit A.

"CONDITION"
NO CONST
COST TO
P.E.C.

This easement is granted subject to the following terms and conditions:
(1) All work in connection with the construction and installation of the
two new spur tracks pursuant to the temporary easement granted herein shall
be accomplished without cost or expense to the Department of the Navy, in
accordance with plans previously approved by the Director, Southwest Division,
Bureau of Yards and Docks.

NO MAINT.
COST TO
P.E.C.
1 E & 4 SPURS

(2) All work in connection with the operation, maintenance and repair
of the two new spur tracks and two existing spur tracks required to permit
switching operations between Government Track No. 1 and the Grantee's Plant
shall be accomplished at the sole cost and expense of the Grantee and to the
reasonable satisfaction of the Bureau of Naval Weapons Representative, Long
Beach.

HARVEY, PAYS
3% OF
MAINT. COST
TO
P.E.C. JOINT
TRackage
SEE EXHIBIT
"A"

(3) (a) In addition to its obligations under Condition 2, above, the Grantee
shall pay its established share of the costs of all maintenance performed or
directed by either the Government or its tenant on those portions of Government-
owned track to which its rights of joint use hereunder extend, as particularly
described in the conveying clause of this instrument. Such share is hereby
established at sixty percent (60%) of the total costs of such maintenance,

Government's or its tenant's

1 exclusive of ~~xxx~~ administrative cost and/or overhead cost. Grantee shall make
2 payment of charges for its share of the maintenance costs within thirty days
3 after receipt of an invoice for such charges. Such payment shall be made to
4 the Government or its tenant, as the Government may direct.

HARVEY S

(b) Grantee's established share of the costs of maintenance of such

LE-NEGOTIAT
MAINT FEES

5 jointly used track shall be subject to renegotiation at any time upon request of
6 either the Government or the Grantee on the basis that the currently established
7 share has been rendered inequitable because of changed conditions, particularly
8 a substantial change in the relative degree of use made of the track by the joint
9 users; Provided, no renegotiations shall be made more frequently than once in
10 any consecutive twelve-month period. Any agreement as to change in Grantee's
11 established share arrived at by such renegotiations shall be expressed in writ-
12 ing, and the obligations in paragraph (a), above, shall be modified in accord-
13 ance therewith. In event the representatives of the Government and the Grantee
14 are unable to reach agreement on a change in Grantee's established share
15 within sixty (60) days from the institution of renegotiations, the matter shall
16 be referred to the Secretary of the Navy for decision. The decision of the
17 Secretary, or his designated representative, as to any change in Grantee's
18 established share shall be final and conclusive. Such decision shall be reduced
19 to writing and copies furnished to both the Grantee and representatives of the
20 Government, to have the same effect on the obligations in paragraph (a) as any
21 negotiated written agreement as to such change. Pending completion of any
22 action hereunder the current Grantee's established share shall remain in
23 effect for purposes of invoicing and payment, but nothing shall prevent the final
24 decision on any matter referred to the Secretary from being retroactive to the
25 time of such reference, if such decision shall so specify.

DID MAY
RELOCATE
JOINT USE
TRackage *
AT MAINT
CONNECTION TO
CESF.

27 4. The Government reserves the right to relocate, at Government
28 expense, all or any portion of the Government-owned trackage to which Grantee's
29 rights of joint use hereunder extend, as long as its relocated trackage will pro-
30 vide such connections between Grantee's Plant and the tracks of the aforemen-
31 tioned Railroad as shall be necessary to permit adequate rail service to the
32 then existing loading and unloading facilities at Grantee's Plant.

SWITCHING
OPERATIONS

NO CAR
STORAGE ON
P.I.Q.

CLOSE GATES
ON P.I.Q.

P.I.Q. NOT OBLIG
TO FURNISH
SWITCHING

TERMINATION

1. FAIL TO COMPLY
2. ABANDON RTS
3. 2 YEARS

5. All switching operations on Government-owned trackage hereunder shall be so conducted as to create the least interference reasonably possible with operations at the Government Facility.

6. Trackage facilities on the Government Facility shall not be used for storage of cars going to or from Grantee's Plant.

7. Grantee shall take such action as shall be necessary to assure that all gates between Grantee's Plant and the Government Facility are closed promptly after use in connection with each movement of cars.

8. Nothing herein contained shall be construed as imposing upon the Government any obligation to furnish switching services to Grantee's Plant or to bear any part of the cost of such services.

9. All or any part of the easement herein granted may be terminated upon failure on the part of the Grantee to comply with any of the terms and conditions of this grant; upon abandonment of the rights granted herein, or upon nonuse of such rights for a period of two consecutive years.

IN WITNESS WHEREOF, the Government, acting by and through the Department of the Navy, has caused this instrument to be executed the day and year first above written.

Approved as to Form
By Stewart R. Fout
Counsel for
NAVY YARDS

UNITED STATES OF AMERICA

By W. A. Miller
By direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the Secretary
of the Navy

W. A. MILLER
CHIEF, BUREAU OF YARDS AND DOCKS
Acting Director

clearly
understand
the rights
being used
2 years provision

1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF SAN DIEGO)

4 On this 19th day of May, in the year 1964, before
5 me MARIE H. WENDT, a Notary Public in and for said County and
6 State, personally appeared W. A. MILLER known to me to
7 be the person whose name is subscribed to the within instrument, and
8 acknowledged that he executed the same by direction of the Chief of the Bureau
9 of Yards and Docks, acting under the direction of the Secretary of the Navy,
10 U.S.A.
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RECEIVED IN OFFICE OF RECORDER
OF LOS ANGELES COUNTY, CALIF.
5 Min. Past 2 P.M. JUN 5 1964
RAY E. LEE, County Recorder

Marie H. Wendt
Notary Public
My Commission Expires June 5, 1965